

# STATE OF MONTANA TERM CONTRACT

Department of Administration  
State Procurement Bureau  
165 Mitchell Building  
PO Box 200135  
Helena, MT 59620-0135  
Phone: (406) 444-2575 Fax: (406) 444-2529  
TTY Users-Dial 711  
<http://www.discoveringmontana.com/doa/gsd>

**T.C. # SPB03-661B**  
**INTERACTIVE VIDEO EQUIPMENT AND SERVICES**  
**This is an exclusive contract**

	FROM	January 1, 2003	CONTRACT YEAR	NEW (X)
	TO	December 31, 2005		RENEW ( )
VENDOR ADDRESS	Wire One Technologies, Inc. 10303 E Dry Creek Rd Ste 110 Englewood, CO 80112 77-0312442		ORDER ADDRESS	Same
ATTN:	Grant Story		ATTN:	Same
PHONE:	303-874-2010, Ext 100		PHONE:	Same
FAX:	303-799-1916		FAX:	Same

Prices: Per Agreement

Delivery: Per Agreement

F.O.B.: Per Agreement

Terms: Per Agreement

Remarks: All equipment or services purchased through this contract must have prior written approval of the Department of Administration, Information Technology Services Division. Please contact Rick Wine at (406) 444-3517 for planning and approval.

IFB/RFP No. :03-661B

Brad Sanders, Contracts Officer

**AUTHORIZED SIGNATURE**

# Standard Terms and Conditions

**By submitting a bid, proposal, or limited solicitation, or acceptance of a contract, the vendor agrees to the following binding provisions:**

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**ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES:** The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

**ACCESS AND RETENTION OF RECORDS:** The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Mont. Code Ann. § 18-4-141.)

**AUTHORITY:** The following bid, request for proposal, limited solicitation, or contract is issued in accordance with Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

**COMPLIANCE WITH LAWS:** The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

**CONFORMANCE WITH CONTRACT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

**DEBARMENT:** The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

**DISABILITY ACCOMMODATIONS:** The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

**FACSIMILE RESPONSES:** Facsimile responses will be accepted for invitations for bids, small purchases or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

**FAILURE TO HONOR BID/PROPOSAL:** If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

**HOLD HARMLESS/INDEMNIFICATION:** The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

**INTELLECTUAL PROPERTY:** All patents and other legal rights in or to inventions arising out of activities funded in whole or in part by the contract must be available to the State for royalty-free and nonexclusive licensing. The contractor shall notify the State in writing of any invention conceived or reduced to practice in the course of performance of the contract. The State shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under the contract.

**LATE BIDS AND PROPOSALS:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

**PAYMENT TERM:** All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted, the State is allowed 30 days to pay such invoices.

**RECIPROCAL PREFERENCE:** The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://www.discoveringmontana.com/doa/gsd> under Reciprocal Preference.

**REFERENCE TO CONTRACT:** The contract (Purchase Order) number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

**REGISTRATION WITH THE SECRETARY OF STATE:** Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://www.state.mt.us/sos>.

**SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

**SHIPPING:** Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

**SOLICITATION DOCUMENT EXAMINATION:** Vendors shall promptly notify the State of any ambiguity,

inconsistency, or error, which they may discover upon examination of a solicitation document.

**TAX EXEMPTION:** The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

**TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED:** Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

**TERMINATION OF CONTRACT:** Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

**UNAVAILABILITY OF FUNDING:** The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313 (3).)

**U.S. FUNDS:** All prices and payments must be in U.S. dollars.

**VENUE:** This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

**WARRANTIES:** The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

This document represents an overview of the Interactive Video Equipment and Services contract. This document is not intended to replace or append the contract, rather to provide an overview and summary of the agreement.

## **1.0 PURPOSE**

The purpose of the contract is for the purchase of interactive, two-way videoconferencing equipment, bridging equipment, installation and maintenance services for State agencies and the Montana University System. All orders must have prior approval of the Information Technology Services Division.

## **2.0 LIAISON**

### Contractor Liaison:

Grant Story

Wire One Technologies, Inc.

10303 East Dry Creek Road, Suite 110

Englewood, CO 80112

303-874-2010-Voice

303-799-1916-Fax

gstory@wireone.com

### ITSD Operations Liaison:

Rick Wine, Video Operations Manager

Department of Administration

Information Technology Services Division

Network Telecommunication Services Bureau

125 N. Roberts Street, Mitchell Building Room 25

Helena, MT 59620-0113

406-444-3517-Voice

406-444-3050-Fax

[rwine@state.mt.us](mailto:rwine@state.mt.us)

## **3.0 ORDERING PROCEDURE**

In accordance with the terms of the contract, an agency purchase order must be issued to the contractor for any product or service required. The purchase order must reference the contract number (#03-661), identify all items desired, the purchase order date, the desired delivery date, shipping locations, and prices. See sample Purchase Order attached. Purchase orders are valid only if approved by ITSD's Operations Liaison. The contractor will not accept any order without ITSD's written approval.

## **4.0 TERM OF CONTRACT**

The contract shall take effect on January 1, 2003. The Contract shall terminate on December 31, 2005, unless terminated earlier in accordance with the terms of this Contract.

This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be extended in one (1) year intervals, or any interval that is advantageous to the State for a period not to exceed ten (10) years total.

**5.0 PRICING**

The following section illustrates sample system configuration and pricing. This list is not inclusive of all costs that may be involved, and is intended for estimating purposes only.

**System #1: Polycom® FX Viewstation™ : Small conference room system with the capability of being portable or stationary.**

- A. Polycom® Viewstation FX V.35 CODEC
- B. 1- single monitor cart
- C. 1- 32" monitor
- D. System cabling and miscellaneous hardware and connectors
- E. On-site training
- F. One-year manufacturer (minimum) warranty, including parts and labor
- G. Shipping costs

Purchase	\$7,539.00
Installation	\$1,250.00

**System #2: Polycom® Small ClassStation™: Small classroom will be dedicated and stationary.**

- A. VS 4000 Platform with network interface
- B. Polycom® remote control user interface
- C. 2- 32" S-Video monitors (one is for the receive motion for students in the front of classroom, one is for display for slides, computer graphics or computer applications in the front of the classroom)
- D. 6 - Touch-to-talk microphones. When a microphone is activated, the room camera will pan, tilt, zoom and focus to speaking student. Microphone cable length are completely integrated
- E. 2 - Polycom Digital Microphones
- F. 1 - Room camera
- G. 12 - Port audio mixer
- H. 2 - 42" high locking cabinets
- I. One World Center Channels Speaker with 35 Watt Amp
- J. Integrated automatic camera and microphone control
- K. 1 - Complete copy of system documentation
- L. System cabling and miscellaneous hardware and Connectors
- M. On-site training
- N. One-year manufacturer (minimum) warranty, including parts and labor
- O. Shipping costs

Purchase	\$23,498.00
Installation	\$2,699.00

**System #3: Polycom® Medium ClassStation™: Medium classroom will be dedicated and stationary.**

- A. VS 4000 Platform with network interface
- B. Polycom® remote control user interface
- C. 3 - 32" S-Video monitors (one is for the receive motion for students in the front of classroom, (one is for display for slides, computer graphics or computer applications in the front of the classroom) and (one is for motion receive in the rear of the classroom))
- D. 8 - Touch-to-talk microphones. When a microphone is activated, the student camera will pan, tilt, zoom and focus to speaking student. Additionally, when a student microphone is activated an automatic switch from the instructor camera to the student camera. This process is the most automatic and transparent technology in the market segment.
- E. 2 – Polycom® Digital Microphones
- F. 2 - Room cameras, both Student and Instructor
- G. 1 – 12 Port Audio Mixer
- H. 3 – 42" High locking cabinets
- I. 1- Complete copy of system documentation
- J. Integrated automatic camera and microphone control
- K. 1 - Document Camera, Elmo EV 2000
- L. 3 – World Center Channels Speakers with 35 Watt Amp
- M. System Cabling and miscellaneous hardware and connectors
- N. On-site training
- O. One-year manufacturer (minimum) warranty, including parts and labor
- P. Shipping Costs

Purchase	\$33,738.00
Installation	\$2,850.00

**System #4 Polycom® Large ClassStation™: The large conference system will be dedicated and stationary.**

- A. VS 4000 Platform with network interface AMX system control including sizeable color video window.
- B. VCR for playback or record controlled by the AMX system controller
- C. Mimio Electronic Board and electronics
- D. 2 - 32" S-Video monitors, one is for the receive motion for students in the front of classroom, one is for receive motion for the instructor in the rear of the classroom
- E. 1 - 32" XGA monitor (this is the student display for slides, computer graphics or computer applications in the front of the classroom)
- F. 1 - 15" VGA monitor (this is for instructor control, preview or display sources)
- G. 8 - Touch-to-talk microphones. When a microphone is activated, the student camera will pan, tilt, zoom and focus to speaking student. Additionally, when a student microphone is activated the control system creates an automatic switch from the instructor camera to the student camera. This process is the most automatic and transparent technology in the market segment.
- H. 2 - room cameras, one for instructor and one for the students
- I. 8 - port audio mixer

- J. 3 - 42" high locking cabinets, two for the front of the classroom and one for the rear of classroom
- K. Document camera. Located at podium
- L. 1 - Complete copy of system documentation
- M. 1 - Visual concert FX
- N. 1 - Video Scaler
- O. 3 - World Center Channels Speakers with 35 Watt Amp
- P. Special Integrated Instructor Podium
- Q. System Cabling and Misc hardware and connectors
- R. On-site training
- S. One-year manufacturer (minimum) warranty, including parts and labor
- T. Shipping Costs

Purchase	\$45,275.00
Installation	\$2,999.00



\*\*\*S A M P L E PURCHASE ORDER\*\*\*

STATE OF MONTANA

PURCHASE ORDER

BILL TO:

*Ordering Agency*

[ DATE: P.O. #: *Agency assigned number*

[ REQ. NO.: *Agency assigned number*

[ IFB/RFP NO.:

VENDOR:

Wire One Technologies, Inc.  
10303 East Dry Creek Road  
Suite 110  
Englewood, CO 80112

[ VENDOR NO.: 79745

[ FED ID NO.: 77-0312442

PHONE: 303-874-2010, Ext 100

FAX: 303-799-1916

[ **IMPORTANT**

[ **SEE STANDARD TERMS AND CONDITIONS**

CONTRACT VALIDATED BY:

DATE:

AGENCY CONTACT:

All questions regarding this purchase, including ***billing*** questions, should be directed to (*Agency representative*) at (406) .

P.O. TITLE: Interactive Video Equipment

P.O. TOTAL: \$8,789.00

TERMS: NET 30 DAYS

DELIVERY: 30 Days ARO

SHIP TO/F.O.B.: Agency designated site

# Standard Terms and Conditions

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This Purchase Order is issued in accordance with Term Contract #03-661B and Contract #03-661 as agreed to by Wire One Technologies, Inc. (Contractor) and the State of Montana, Information Technology Services Division (State).

Provide and deliver to (specify agency location and any conditions that may apply)

1. Provide one (1) POLYCOM Viewstation videoconference system per the specifications listed below and contract listed previously.

System #1: Polycom® FX Viewstation

H. Polycom® Viewstation FX V.35 CODEC

I. 1- single monitor cart

J. 1- 32" Monitor

K. System cabling and miscellaneous hardware and Connectors

L. On-site training

M. One-year manufacturer (minimum) warranty, including parts and labor

N. Shipping Costs

\$7,539.00

2. Installation and testing to include all travel and labor costs and on-site system administrator training.

\$1,250.00

Total \$8,789.00